



**APPENDIX D, DIR-SDD-534
SUPPLEMENTAL AGREEMENT FOR
MANAGED SERVICES FOR INFORMATION TECHNOLOGY
LOCKHEED MARTIN INTEGRATED SYSTEMS, INC.**

A. Parties:

This Contract for services or Supplemental Agreement is entered into between the Customer and Vendor as defined below:

Vendor: Lockheed Martin Integrated Systems, Inc.
6801 Rockledge Drive
Bethesda, Maryland 20817-1803

Customer: Name: _____

Principal Place of Business:

B. Order of Precedence

Applicable clauses of DIR contract DIR-SDD-534; Appendix A; Appendix B; and Appendix C and all addenda as amended are incorporated into this Supplemental Agreement by reference and constitute the entire agreement between Vendor and Customer. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be the Applicable Clauses of the DIR Contract DIR-SDD-534; then this Supplemental Agreement; then the Appendix A, Appendix B and Appendix C of this Supplemental Agreement. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions. The definitions of Vendor and Customer shall have the meanings as established within this Supplemental Agreement.

C. Definitions:

Asset Management System:	As defined in Section J Asset Management System.
Asset Transition Fee:	2.5 percent (This transition charge covers costs associated with preparing and executing property transfer documentation, updating corporate records and personal property tax records, preparing certificates of maintainability, and completing transfers of maintenance agreements.)
Cancellation Charge:	As defined in Section L Termination.



COTS:	Commercial Off-The-Shelf Software - commercial items that require no unique customer modifications or maintenance over the life cycle of the product to meet the needs of the customer.
Customer Developed Software:	A custom application or software program and/or system developed specifically to perform a specific customer function. These applications are not available as a commercial off-the-shelf software product.
Customer:	As defined in Section A Parties.
Date of Cancellation:	The date specified in the Receipt of Notice which shall in no event be less than thirty days after the Receipt of Notice.
DIR Administrative Fee:	A transaction fee as defined in the DIR Contract as amended.
DIR Contract:	Contract for Managed Services for Information Technology DIR Contract Number DIR-SDD-534 as, between Vendor and the DIR as defined in Section C Order of Precedence of that document.
DIR:	The Department of Information Resources for the State of Texas.
Receipt of Notice:	End of business day when notice is received by a Party.
Remaining Asset Value:	Remaining un-depreciated asset value as determined by the Asset Management System. Remaining Asset Value includes both hardware and software costs.
Remaining Term:	The remaining number of months from the Date of Cancellation until the expiration date of the Supplemental Agreement.
Term of Supplemental Agreement:	As defined in Section E, Term of Supplemental Agreement.
Vendor:	The party as defined in Section A Parties.

D. Services

Specific to Supplemental Agreement

E. Term of Supplemental Agreement

The term of this Supplemental Agreement shall be for ____ years commencing on ____ of _____, _____. This term is limited by the Term of DIR-SDD-534. No Supplemental Agreement may commence after DIR-SDD-534 has expired. Customer may extend this Supplemental Agreement for no more than ____ years by sending Vendor a written notice of extension not less than 30 days prior to the expiration of this Supplemental Agreement.



F. Payments

A schedule will be tailored to the individual Supplemental Agreement and included here as per agreement between the parties. All invoices and payments shall conform to the provisions of Chapter 2251, Texas Government Code.

G. Statement of Requirements

See Appendix A

H. Service Levels

See Appendix B

I. Equipment Refreshment Schedule

See Appendix C

J. Asset Management System

System maintained by Vendor to track detailed asset information relating to the service of this Supplemental Agreement such as asset tags, asset descriptions, initial asset cost, depreciation, remaining asset value, etc. All Vendor and Customer owned assets will be tracked and separately identified in the Asset Management System. Vendor will grant access to Customer for accessing regular asset reports and running regular queries.

K. Notice of DIR Administrative Fee

Vendor has agreed to pay DIR an administrative fee as per the DIR Contract for the performance of this Supplemental Agreement. All pricing is inclusive of this fee except where otherwise noted.

L. End of Term Close Out

Customer shall own all fully depreciated equipment purchased by Vendor to serve this Supplemental Agreement at no charge at the end of the contract term. Customer may also request vendor to dispose of the equipment purchased by Vendor to serve this Supplemental Agreement at no cost. Hard drive removal and/or hard drive wipe to insure data confidentiality may involve additional expense as specified in Appendix A. It will be assumed Customer has elected to retain the equipment purchased by Vendor to serve this Supplemental Agreement unless Vendor receives written notice of disposal no less than 30 days prior to the expiration of this Supplemental Agreement.

M. Termination

The Customer may cancel this Supplemental Agreement prior to the expiration of the Term with thirty days written notice to the Vendor. The notice shall contain a Date of Cancellation which shall in no event be less than thirty days after the Receipt of Notice. The notice shall also contain a statement regarding Customer's intension to retain or ask Vendor to dispose of the equipment. The Cancellation Charge shall equal Remaining Asset Value * (1 + Asset Transition



Fee) * (1 + DIR Administrative Fee). Providing appropriate notice has been received by Vendor, Vendor shall discontinue all work on this Supplemental Agreement on the Date of Cancellation. If Customer elects to have Vendor dispose of the equipment, Customer shall provide Vendor with all appropriate access to Customer facilities in order to remove equipment, and Vendor shall remove all equipment no later than 30 days following the Date of Cancellation.

N. Licensing

The Customer shall provide proof of software licenses before requiring LM to load software on any computer or server. The Customer shall provide the original software media when required to perform the software installation.

The Customer shall provide LM the software signature as well as the "right to use" for all COTS software, including Customer Developed Software, to be loaded onto any devices.

O. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the Vendor:

XXX
Contract Administrator
555 Forge River Suite 100
Webster, TX 77058
Phone: 832/284-0305
Facsimile: XXX
Email: xxx.xxx@lmco.com

If sent to the Customer:

Customer Representative
Agency Name
Address
City, State Zip
Phone:
Facsimile:
Email:

P. Changes

All changes to this Supplemental Agreement shall be in writing signed by both parties. All amendments to the DIR Contract terms shall be effective upon execution by both the DIR and Vendor.

This Supplemental Agreement is effective as of the date of the last signature.

Lockheed Martin Integrated Systems, Inc. Customer Name

Authorized By:_____

Authorized By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Legal:_____



APPENDIX A

Specific to Supplemental Agreement. Section will address Vendor and Customer responsibilities.



APPENDIX B

Specific to Supplemental Agreement



APPENDIX C

Specific to Supplemental Agreement